

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

THIS AMENDMENT to Professional Services Contract (hereinafter "Amendment") made this 13th day of April 2016, in the Territory of the Virgin Islands, by and between the **GOVERNMENT OF THE VIRGIN ISLANDS, DEPARTMENT OF PROPERTY AND PROCUREMENT**, on behalf of the **DEPARTMENT OF EDUCATION**, 1834 Kongens Gade, St. Thomas, Virgin Islands 00802-6746 (hereinafter referred to as "Government") and **SECURE EDGE NETWORKS, LLC** 2300 Dunavant Street, Charlotte, NC 28203 (hereinafter referred to as "Contractor" or "SecurEdge").

WITNESSETH:

WHEREAS, on March 26, 2014 the Government and the Contractor entered into **Contract for Professional Services No. PC082DOE14** ("Contract") for the Contractor to provide technology services for the Virgin Islands Department of Education ("Department" or "VIDE") schools and facilities in the St. Thomas/St. John and St. Croix school districts, including the administrative offices; and

WHEREAS, due to a lack of funding the Federal Communications Committee ("FCC") did not provide federal funds to VIDE for Priority Two ("P2") services for Contract Year 1 (E-rate Program Year 17); and

WHEREAS, the FCC informed E-rate program applicants that P2 funding was now available and released new standards for the program and application process; and

WHEREAS, the Department must amend the terms of Contract No. PC082DOE14 in order to comport with new E-rate program regulations and to retain eligibility for funding; and

WHEREAS, the subject Amendment to Professional Services Contract shall result in a change to Addendum I (Scope of Services) and Addendum II (Compensation) of the Contract; and

WHEREAS, the FCC raised the Minimum Applicant Contribution Rate from 10% to **15%**, increasing the Government's compensation to the Contractor to a sum not to exceed **Two Hundred Fifteen Thousand, Four Hundred Thirty-One Dollars and Fifty-Eight Cents (\$215,431.58)**, which is the Government's 15% match and all ineligible amounts of **ONE MILLION FOUR HUNDRED THIRTY SIX THOUSAND TWO HUNDRED TEN DOLLARS AND FIFTY-THREE (\$1,436,210.53)**; and

NOW, THEREFORE, the Parties agree that the Contract is amended as follows:

1. Paragraph 2, (**TERM**) of the Contract is amended to state the following:

"This Contract shall commence upon the execution by the Governor of the Virgin Islands and shall terminate on June 30, 2017. The Government shall have the option to renew the contract for two (2) additional one (1) year periods, subject to the appropriation and availability of funds, and provided that the Government

serve written notice of its decision to exercise said option prior to the expiration of the contract term.”

2. Paragraph 3, (**COMPENSATION**) of the Contract is amended to state the following:

“The Government, in consideration of the satisfactory performance by the Contractor of the services described in AMENDMENT TO ADDENDUM I (Scope of Work), agrees to pay the Contractor the sum not to exceed **Two Hundred Fifteen Thousand, Four Hundred Thirty-One Dollars and Fifty-Eight Cents (\$215,431.58)**, which is the Government’s 15% match and all ineligible amounts of **ONE MILLION FOUR HUNDRED THIRTY SIX THOUSAND TWO HUNDRED TEN DOLLARS AND FIFTY-THREE (\$1,436,210.53)** in accordance with the provisions set forth in AMENDMENT to ADDENDUM II (Compensation) attached hereto and made a part of this Contract.”

3. Paragraph 22, (**NOTICE**) is amended to state the following:

“Any notice required to be given, by the terms of this Contract shall be deemed to have been given when the same is sent by certified mail, postage prepaid or personally delivered, addressed to the parties as follows:

GOVERNMENT:

Randolph Bennett, Commissioner Designee
Department of Property & Procurement
Building # 1 Sub Base, 3rd Floor
St. Thomas, Virgin Islands 00802

Sharon A. McCollum, PhD., Commissioner
Department of Education
No. 1834 Kongens Gade
St. Thomas, Virgin Islands 00802-6746

Copy to:

Clinton Stapleton, Ph.D.
State Director of Instructional Technology
Department of Education
1834 Kongens Gade
St. Thomas, Virgin Islands 00802

CONTRACTOR:

Philip R. Wegner
President
Secure Edge Networks, LLC
2300 Dunavant Street
Charlotte, NC 28203

Notwithstanding the foregoing, Notices under the Contract may be sent to Contractor by facsimile and email.

4. Paragraph 28, **(BILLING PROCEDURES and PAYMENT)** is amended to state the following:

“The Government will pay Contractor upon receipt of properly completed invoices that shall describe and document to the Government’s satisfaction, and shall contain information, including but not limited to, the period of services covered by the invoice, description of the services performed, and the amount of fees in accordance with the compensation schedule in AMENDMENT to ADDENDUM II, (Compensation) attached hereto and made a part of this Contract. Each invoice must be accompanied by applicable supporting documents, including but not limited to, any other deliverables due for the invoice period.

The Contractor agrees to first submit copies of all the proposed E-Rate invoices to the Department of Education, Office of Instructional Technology, for verification that the services invoiced were provided in accordance with the Contract and all applicable federal and local laws and regulations, including all applicable policies, rules and procedures pertaining to this Contract or the services provided hereunder. After verification, the Department of Education must provide written approval of each invoice before Contractor may submit them to the SLD for payment. The obligation of the Department to compensate Contractor for services rendered under this Contract shall be contingent upon Contractor’s compliance with the terms and conditions herein. Non-compliance with this condition will subject Contractor to applicable federal and local penalties including those provided in Paragraphs 15, 17, 18 and 24 of the Contract.

The Contractor agrees that the Government shall only be obligated to compensate the Contractor for the Government’s 15% match as specified in Amendment to Addendum II (Compensation) after verification that services were provided and invoices are approved for payment. The Contractor agrees to invoice the SLD for the applicable eighty-five percent (85%) of cost funded by the federal E-Rate Program.

Payment shall be considered timely if made by the Government within forty five (45) days after receipt of properly completed invoices, and verification that the services invoiced were provided in accordance with the Contract and all applicable federal and local laws and regulations, including all applicable policies, rules and procedures pertaining to this Contract or the services provided hereunder. Payment shall be sent to the address designated by the Contractor. The Government may, at its sole discretion, withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract. No payments in advance or in

anticipation of services or supplies to be provided under this Contract shall be made by the Government.”

5. Paragraph 32, (**OTHER PROVISIONS**) is amended to state the following:

“Amendment to Addendum I, Amendment to Addendum II and the Contractor’s eligibility documents are attached hereto, made a part of this Contract and are incorporated herein by reference.”

6. **ADDENDUM I** (Scope of Services) is deleted in its entirety and replaced by the attached **AMENDMENT TO ADDENDUM I** (Scope of Services), attached hereto, incorporated herein and made a part of this Contract by reference.
7. **ADDENDUM II** (Compensation) of the Contract is deleted in its entirety and replaced by the attached **AMENDMENT TO ADDENDUM II** (Compensation) outlining the compensation to be paid Contractor for the services described in **AMENDMENT TO ADDENDUM I** (Scope of Work), in the amount not to exceed **Two Hundred Fifteen Thousand, Four Hundred Thirty-One Dollars and Fifty-Eight Cents (\$215,431.58)**.
8. **ADDENDUM III** (Additional Terms and Conditions) has been added. is deleted in its entirety and replaced by the attached **AMENDMENT TO ADDENDUM III** (Additional Terms and Conditions) attached hereto, incorporated herein and made a part of this Contract by reference.
9. **ATTACHMENT A to ADDENDUM I** (Scope of Work) is deleted in its entirety and replaced by the attached **AMENDED ATTACHMENT A to ADDENDUM** (Scope of Work), attached hereto, incorporated herein and made a part of this Contract by reference.
10. This Amendment of the Professional Services Contract is subject to the approval of the Governor of the Virgin Islands and the appropriation and availability of funds.
11. Except as expressly amended herein, all other terms and conditions of the Contract remain in full force and effect.

IN WITNESS WHEREOF, the parties intending to be legally bound have hereunto set their hands on the day and year first above written.

WITNESSES:

GOVERNMENT OF THE VIRGIN ISLANDS

Harry Tupper

Sharon Ann McCollum 9/24/15
Sharon A. McCollum, PhD
Commissioner
DEPARTMENT OF EDUCATION
Date

Leah L. Divil

[Signature] 3/4/16
Randolph Bennett
Commissioner Designee
DEPARTMENT OF PROPERTY AND PROCUREMENT
Date

CONTRACTOR

Secure Edge Networks, LLC

Bill Ruggs

[Signature] 8/24/15
Philip R. Wegner
President
Date

APPROVED:

[Signature]
KENNETH E. MAPP
GOVERNOR OF THE VIRGIN ISLANDS

04/3/16
Date

APPROVED FOR LEGAL SUFFICIENCY
DEPARTMENT OF JUSTICE:

[Signature]

3/2/2016
Date

Account Code No. _____
Purchase Order No. _____